

**MIDEX - SAMPLE TERMS AND CONDITIONS FOR THE PHASE A  
(CONCEPT STUDY) CONTRACT**

## **INDEX OF CLAUSES FOR CONTRACT NAS5-**

### **SECTION B**

B.1 DELIVERABLE REQUIREMENTS AND DELIVERY SCHEDULE

B.2 ESTIMATED COST INCREASES (GSFC 52.232-94) (MAY 1991)

B.3 PAYMENT FOR OVERTIME PREMIUMS (52.222-2) (JUL 1990)

B.4 ESTIMATED COST (18-52.216-81) (DEC 1988)

### **SECTION C**

C.1 SCOPE OF WORK (GSFC 52.210-91) (FEB 1991)

### **SECTION D**

NO CLAUSES INCLUDED

### **SECTION E**

E.1 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT  
FORM)(52.2469) (APR 1984)

### **SECTION F**

F.1 F.O.B. DESTINATION (52.247-34) (NOV 1991)

F.2 STOP-WORK ORDER (52.242-15) (AUG 1989)--ALTERNATE I (APR 1984)

### **SECTION G**

G.1 VOUCHERS FOR REIMBURSEMENT OF COSTS (GSFC 52.232-99) (MAY 1989)

G.2 FACILITIES TO BE ACQUIRED (GSFC 52.245-97) (FEB 1991)

G.3 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND  
PATENT REPRESENTATIVE (18-52.227-72) (JUL 1997)

G.4 CONTRACTOR REQUESTS FOR GOVERNMENT OWNED EQUIPMENT  
(18-52.245-70) (JUL 1997)

## **INDEX OF CLAUSES FOR CONTRACT NAS5-**

G.5 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (1852.242-73)  
(JUL 1997)

### **SECTION H**

H.1 OPTION FOR THE BRIDGE PHASE

H.2 ADVANCE AGREEMENT TO ADD PHASES B/C/D and E

H.3 FINANCIAL MANAGEMENT REPORT

H.4 KEY PERSONNEL AND FACILITIES (18-52.235-71) (MAR 1989)

### **SECTION I**

I.1 LIST OF SECTION I CLAUSES INCORPORATED BY REFERENCE

I.2 RIGHTS TO PROPOSAL DATA (52.227-23) (TECHNICAL) (JUN 1987)

I.3 LIMITATION ON WITHHOLDING OF PAYMENTS (52.232-9) (APR 1984)

I.4 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL  
COMPONENTS (52.244-6) (OCT 1995)

I.5 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (JUN 1988)

I.6 COMPUTER GENERATED FORMS (52.253-1) (JAN 1991)

I.7 NASA 8 PERCENT GOAL (18-52.219-76) (JUL 1997)

I.8 MINIMUM INSURANCE COVERAGE (18-52.228-75) (OCT 1988)

I.9 CENTER FOR AEROSPACE INFORMATION (18-52.235-70) (NOV 1992)

### **SECTION J**

J.1 LIST OF ATTACHMENTS (GSFC 52.210-101) (OCT 1988)

**SECTION B OF CONTRACT NAS5-**  
**SUPPLIES OR SERVICES AND PRICES/COST**

**B.1 DELIVERABLE REQUIREMENTS AND DELIVERY SCHEDULE**

The Contractor shall perform and/or deliver the following:

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Schedule</u>
1	Phase A Concept Study Report in accordance with Section J, Attachment A and B		
3	Financial Management Report in accordance with Clause H.3	3	Within 15 days after contract award

(End of Text)

**B.2 ESTIMATED COST INCREASES (GSFC 52.232-94) (MAY 1991)**

(a) The requirements of this clause are in conjunction with the Limitation of Cost clause or the Limitation of Funds clause in Section I of this contract.

(b) The Contractor shall notify the Contracting Officer in writing whenever the Contractor has reason to believe that the total cost for performance of this contract, exclusive of any fee, will be either greater or substantially less than the total estimated cost stated in this contract. Notification shall not be delayed pending preparation of a proposal.

(c) A proposal is required to support a request for an increase in the estimated cost of the contract. The proposal should be submitted as soon as possible after the above notification but, for proposals of less than \$1,000,000, no later than 90 days before the incurred costs are expected to exceed the estimated cost and no later than 155 days for proposals of \$1,000,000 or more. These proposal times are intended to allow adequate time for the Government to evaluate the proposal and establish any increase in estimated cost with the Contractor.

## SECTION B OF CONTRACT NAS5-

### SUPPLIES OR SERVICES AND PRICES/COST

(d) The proposal shall provide elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements to support the revised estimate to complete the contract. Supporting explanation for the increases and projections, sufficient to allow the Government to understand the reasons for the increased estimated cost, shall be provided. The proposal shall comply with the requirements of FAR 15.804, "Cost or pricing data", and any other cost data and format requirements that may be required by the Contracting Officer.

(End of clause)

#### B.3 PAYMENT FOR OVERTIME PREMIUMS (52.222-2) (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed **TBD** or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature:

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting:

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances' and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise, or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit: e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

**SECTION B OF CONTRACT NAS5-**  
**SUPPLIES OR SERVICES AND PRICES/COST**

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multi-shift operations or by employing additional personnel.

(End of clause)

**B.4 ESTIMATED COST (18-52.216-81) (DEC 1988)**

The total estimated cost for complete performance of this contract is **\$TBD**. See FAR clause 52.216-11, Cost Contract--No Fee, of this contract.

(End of clause)

**SECTION C OF CONTRACT NAS5-**  
**DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT**

**C.1 SCOPE OF WORK (GSFC 52.210-91) (FEB 1991)**

The Contractor shall provide the personnel, materials, and facilities necessary to perform a Phase A Concept Study and to furnish the items specified in Section B of this contract in accordance with the following attachments contained in Section J: (1) Attachment A - Statement of Work and (2) Attachment B – Guidelines for Concept Study Report Preparation.

(End of clause)

**SECTION D OF CONTRACT NAS5-**  
**PACKAGING AND MARKING**

There are no clauses included in this section.



**SECTION E OF CONTRACT NAS5-**  
**INSPECTION AND ACCEPTANCE**

**E.1 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (52.246-9)  
(APR 1984)**

The Government has the right to inspect and evaluate the work performed or being performed under the contract, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the Government performs inspection or evaluation on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(End of clause)

**SECTION F OF CONTRACT NAS5-**  
**DELIVERIES OR PERFORMANCE**

**F.1 F.O.B. DESTINATION (52.247-34) (NOV 1991)**

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located, and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight". When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

**SECTION F OF CONTRACT NAS5-**  
**DELIVERIES OR PERFORMANCE**

**F.2 STOP-WORK ORDER (52.242-15) (AUG 1989)--ALTERNATE I (APR 1984)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected.

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

**SECTION G OF CONTRACT NAS5-**  
**CONTRACT ADMINISTRATION DATA**

**G.1 VOUCHERS FOR REIMBURSEMENT OF COSTS (GSFC 52.232-99) (MAY 1989)**

In accordance with the Allowable Cost and Payment clause of this contract, the contractor shall submit vouchers and any required supporting statements or certificates, properly identifiable with the contract number, to the delegated cognizant audit agency by use of an SF 1034 and SF 1035 or equivalent Contractor's attachment, and SF 1034A and SF 1035A or equivalent Contractor's attachment. The cognizant audit agency is the "Designated Billing Office" for Prompt Payment clause purposes.

Copies of the SF 1034a, shall be marked in the memorandum block, with the name and address of the following:

GSFC Accounts Payable Section, Code 151.3A (Copy 1)  
GSFC Contracting Officer, Code 214.4 (Copy 2)  
Contractor (Copy 3)  
Contract Administration Office (Copy 4)

Each voucher for reimbursement of costs shall include sufficient detail to identify costs properly chargeable to the contract, such as material, direct labor, direct charges (e.g., facilities, special test equipment, etc.) and overhead. If appropriate, claimed costs may be supported by reference to the concurrent Financial Management Report, NASA Form 533, required by this contract. For the purposes of the Prompt Payment clause of this contract as it relates only to the final cost voucher, acceptance occurs on the date the final voucher is signed by the Closing Contracting Officer. This is considered the date of final settlement.

(End of Text)

**G.2 FACILITIES TO BE ACQUIRED (GSFC 52.245-97) (FEB 1991)**

In accordance with FAR clause 52.244-2, "Subcontracts Under Cost-Reimbursement and Letter Contracts--Alternate I" of this contract, the Contractor shall obtain the approval of the Contracting Officer prior to the acquisition of any "facilities" as defined in the Federal Acquisition Regulation (FAR) 45.301. The policy on providing facilities to contractors is contained in FAR 45.302-1 and NASA FAR Supplement 18-45.302-1.

(End of clause)

**SECTION G OF CONTRACT NAS5-**  
**CONTRACT ADMINISTRATION DATA**

**G.3 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (18-52.227-72) (JULY 1997)**

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights -- Retention by the Contractor (Short Form)", whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

<b>Title</b>	<b>Office Code</b>	<b>Address (including zip code)</b>
New Technology Representative	702	Goddard Space Flight Greenbelt, MD 20771
Patent Representative	204	Goddard Space Flight Greenbelt, MD 20771

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights --Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.375-370 of the NASA FAR Supplement.

(End of clause)

**G.4 CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT (1852.245-70) (JUL 1997)**

(a) Equipment as used in this clause, means commercially available items capable of stand-alone use, including those to be acquired for incorporation into special test equipment or special tooling.

(b)(1) Upon determination of need for any Government-owned equipment item for performance of this contract, the contractor shall provide to the contracting officer a written request justifying

## **SECTION G OF CONTRACT NAS5-**

### **CONTRACT ADMINISTRATION DATA**

the need for the equipment and the reasons why contractor-owned property cannot be used, citing the applicable FAR or contract authority for use of Government-owned equipment.

Equipment being acquired as a deliverable end item listed in the contract or as a component for incorporation into a deliverable end item listed in the contract is exempt from this requirement.

(2) The contractor's request shall include a description of the item in sufficient detail to enable the Government to screen its inventories for available equipment or to purchase equipment. For this purpose, the contractor shall (i) prepare a separate DD Form 1419, DOD Industrial Plant Equipment Requisition, or equivalent format, for each item requested and (ii) forward it through the contracting officer to the Industrial Property Officer at the cognizant NASA installation at least 30 days in advance of the date the contractor intends to acquire the item. Multiple units of identical items may be requested on a single form. Instructions for preparing the DD Form 1419 are contained in NASA FAR Supplement 1845.7102. If a certificate of nonavailability is not received within that period, the contractor may proceed to acquire the item, subject to having obtained contracting officer consent, if required, and having complied with any other applicable provisions of this contract.

(c) Contractors who are authorized to conduct their own screening using the NASA Equipment Management System (NEMS) and other Government sources of excess property shall provide the evidence of screening results with their request for contracting officer consent. Requests to purchase based on unsuitability of items found shall include rationale for the determined unsuitability.

(End of clause)

#### **G.5 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (1852.242-73) (JUL 1997)**

(a) The Contractor shall submit NASA Contractor Financial Management Reports on NASA Forms 533 in accordance with the instructions in NASA Policy Guidance (NPG) 9501.2, NASA Contractor Financial Management Reporting, and on the reverse side of the forms, as supplemented in the Schedule of this contract. The detailed reporting categories to be used, which shall correlate with technical and schedule reporting, shall be set forth in the Schedule. Contractor implementation of reporting requirements under this clause shall include NASA approval of the definitions of the content of each reporting category and give due regard to the Contractor's established financial management information system.

(b) Lower level detail used by the Contractor for its own management purposes to validate information provided to NASA shall be compatible with NASA requirements.

## **SECTION G OF CONTRACT NAS5-**

### **CONTRACT ADMINISTRATION DATA**

(c) Reports shall be submitted in the number of copies, at the time, and in the manner set forth in the Schedule or as designated in writing by the Contractor Officer. Upon completion and acceptance by NASA of all contract line items, the Contracting Officer may direct the Contractor

to submit Form 533 reports on a quarterly basis only, report only when changes in actual cost incur, or suspend reporting altogether.

(d) The Contractor shall ensure that its Form 533 reports include accurate subcontractor cost data, in the proper reporting categories, for the reporting period.

(e) If during the performance of this contract NASA requires a change in the information or reporting requirements specified in the Schedule, or as provided for in paragraph (a) or (c) of this clause, the Contracting Officer shall effect that change in accordance with the Changes clause of this contract.

(End of clause)

**SECTION H OF CONTRACT NAS5-**  
**SPECIAL CONTRACT REQUIREMENTS**

**H.1 OPTION FOR THE BRIDGE PHASE**

The Government may unilaterally extend the term of this contract for the performance of the bridge phase by the Contracting Officer giving written notice to the Contractor in the form of a modification to the contract within 6 months from the effective date of the contract. The bridge phase will cover a two (2) month period of initial definition activities at an estimated cost of \$TBD.

**H.2 ADVANCE AGREEMENT TO ADD PHASES B/C/D AND E**

At the time of award, the contract requires the concept study for Phase A only. As part of the Phase A effort, the Contractor will prepare and deliver an updated proposal for definition, design, development, and mission operations and data analysis (Phases B through E), in accordance with the contract requirements.

This clause recognizes the authority established in the AO to contract for Phases B/C/D and E. Terms and conditions for the options will be negotiated based on the concept study report submitted for Phase A. A supplemental agreement shall be executed and will represent an equitable adjustment to estimated cost, deliverable items and delivery schedules, and other affected terms of the contract for inclusion of Phases B through E. As part of the supplemental agreement, Clause B.4 Estimated Cost will be revised to add the following: “Notwithstanding the provisions of Clause 52.216-7—Allowable Cost and Payment, the Government will not reimburse the Contractor for costs in excess of \$TBD in Government Fiscal Year (GFY) 1998 dollars, less the amounts paid directly by NASA to other organizations for their support to the Phase A investigation, adjusted to GFY 98 dollars.”

(End of Text)



**SECTION H OF CONTRACT NAS5-**  
**SPECIAL CONTRACT REQUIREMENTS**

**H.3 FINANCIAL MANAGEMENT REPORT**

The Contractor shall submit one NASA Financial Management Report 533Q covering the entire Phase A effort. This report shall contain the following categories: direct labor hours, direct labor cost, other direct costs, indirect costs, and total estimated cost.

Copies of the reports shall be submitted to:

Copies	Addressee	Code or Attention
1	Contracting Officer	214.4
1	Technical Officer	410
1	Financial Manager	410

(End of text)

**H.4 KEY PERSONNEL AND FACILITIES (18-52.235-71) (MAR 1989)**

(a) The personnel and/or facilities listed below are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the change, and that ratification shall constitute Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities shown below may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

**TBD**

(End of clause)

## **SECTION I OF CONTRACT NAS5-**

### **CONTRACT CLAUSES**

#### **I.1 LIST OF SECTION I CLAUSES INCORPORATED BY REFERENCE**

The following clauses are incorporated by reference in accordance with Federal Acquisition Regulation (FAR) 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988):

(52.202-1)	DEFINITIONS (OCT 1995)
(52.203-3)	GRATUITIES (APR 1984)
(52.203-5)	COVENANT AGAINST CONTINGENT FEES (APR 1984)
(52.203-6)	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
(52.203-7)	ANTI-KICKBACK PROCEDURES (JUL 1995)
(52.203-8)	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
(52.203-10)	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
(52.203-12)	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
(52.204-4)	PRINTING/COPYING DOUBLE SIDED ON RECYCLED PAPER (JUN 1996)
(52.209-6)	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED,SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
(52.211-15)	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEPT 1990)
(52.215-2)	AUDIT AND RECORDS--NEGOTIATION (AUG 1996)--ALTERNATE II (JAN 1997)
(52.215-26)	INTEGRITY OF UNIT PRICES (JAN 1997)
(52.215-33)	ORDER OF PRECEDENCE (JAN 1986)
(52.216-7)	ALLOWABLE COST AND PAYMENT (MAR 1997) paragraph a is modified to read "Subpart 31.3" where "Subpart 31.2" appears
(52.216-11)	COST CONTRACT--NO FEE (APR 1984)--ALTERNATE I (APR 1984)

## **SECTION I OF CONTRACT NAS5-98035**

### **CONTRACT CLAUSES**

- (52.219-8) UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (JUN 1997)
- (52.222-3) CONVICT LABOR (AUG 1996)
- (52.222-26) EQUAL OPPORTUNITY (APR 1984)
- (52.222-35) AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984)
- (52.222-36) AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)
- (52.222-37) EMPLOYMENT REPORTS ON SPECIAL DISABLE VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1988)
- (52.223-2) CLEAN AIR AND WATER (APR 1984)
- (52.223-6) DRUG FREE WORK PLACE (JAN 1997)
- (52.223-14) TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)
- (52.225-3) BUY AMERICAN ACT--SUPPLIES (JAN 1994)
- (52.225-11) RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (OCT 1996)
- (52.227-1) AUTHORIZATION AND CONSENT (JUL 1995)--ALTERNATE I (APR 1984)
- (52.227-2) NOTICE AND ASSISTANCE REGARDING PATENT AND COPY-RIGHT INFRINGEMENT (AUG 1996)
- (52.227-11) PATENT RIGHTS--RETENTION BY CONTRACTOR (SHORT FORM) (JUN 1997) as modified by NASA FAR Supplement 18-52.227-11
- (52.227-14) RIGHTS IN DATA-GENERAL (JUN 1987) as modified by NASA FAR Supplement 18-52.227-14 (PN 89-72)
- (52.227-16) ADDITIONAL DATA REQUIREMENTS (JUN 1987)
- (52.228-7) INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)
- (52.230-5) COST ACCOUNTING STANDARDS--EDUCATIONAL INSTITUTION (APR 1996)
- (52.230-6) ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 1996)
- (52.232-20) LIMITATION OF COST (APR 1984)
- (52.232-23) ASSIGNMENT OF CLAIMS (JAN 1986)

## SECTION I OF CONTRACT NAS5-98035

### CONTRACT CLAUSES

- (52.232-25) PROMPT PAYMENT (JUN 1997) (b)(2), second sentence shall have a 30 day period for any financing payments.
- (52.232-33) MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1996)
- (52.233-1) DISPUTES (OCT 1995)--ALTERNATE I (DEC 1991)
- (52.242-1) NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- (52.242-13) BANKRUPTCY (JUL 1995)
- (52.243-2) CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE V (APR 1984)
- (52.244-2) SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) (FEB 1997)--ALTERNATE I (AUG 1996){paragraph (e) is "None"}
- (52.244-5) COMPETITION IN SUBCONTRACTING (DEC 1996)
- (52.245-5) GOVERNMENT PROPERTY  
(COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)(JAN 1986) (DEVIATION) (JULY 1995)--ALTERNATE I (JUL 1985)--(g)(5) of the clause shall read as follows: "The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--" The balance of (g)(5) is unchanged.
- (52.249-5) TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS) (SEP 1996)
- (18-52.216-89) ASSIGNMENT AND RELEASE FORMS (JUL 1997)
- (18-52.215-84) OMBUDSMAN (OCT 1996) The installation Ombudsman is A.V. Diaz at 301-286-5066.

(End of By Reference Section)

## **SECTION I OF CONTRACT NAS5-98035**

### **CONTRACT CLAUSES**

#### **I.2 RIGHTS TO PROPOSAL DATA (52.227-23) (TECHNICAL) (JUN 1987)**

Except for data contained on pages **TBD** , it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated , upon which this contract is based.

(End of Clause)

#### **I.3 LIMITATION ON WITHHOLDING OF PAYMENTS (52.232-9) (APR 1984 )**

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to--

- (a) Withholdings pursuant to any clause relating to wages or hours of employees;
- (b) Withholdings not specifically provided for by this contract;
- (c) The recovery of overpayments; and
- (d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

(End of clause)

#### **I.4 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (52.244-6) (OCT 1995)**

- (a) Definitions.

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions. Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

## **SECTION I OF CONTRACT NAS5-98035**

### **CONTRACT CLAUSES**

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

#### **I.5 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (JUN 1988 )**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(End of clause)

#### **I.6 COMPUTER GENERATED FORMS (52.253-1) (JAN 1991)**

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

## SECTION I OF CONTRACT NAS5-

### CONTRACT CLAUSES

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

#### I.7 NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997)

##### (a) Definitions.

☞Historically Black Colleges or University☞, as used in this clause means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

☞Minority institutions☞, as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

☞Small disadvantaged business concern☞, as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

## SECTION I OF CONTRACT NAS5-

### CONTRACT CLAUSES

☞ Women-owned small business concern~~s~~, as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

#### I.8 MINIMUM INSURANCE COVERAGE (18-52.228-75) (OCT 1988)

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per



## **SECTION I OF CONTRACT NAS5-**

### **CONTRACT CLAUSES**

occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of clause)

#### **I.9 CENTER FOR AEROSPACE INFORMATION (18-52.235-70) (NOV 1992)**

(a) The Contractor should register with and avail itself of the services provided by the NASA Center for AeroSpace Information (CASI) for the conduct of research or research and development required under this contract. CASI provides a variety of services and products as a central NASA repository of research information which may enhance contract performance. The address is set out in paragraph (d) of this clause.

(b) Should the CASI information or service requested by the Contractor be unavailable or not in the exact form necessary by the Contractor, neither CASI nor NASA is obligated to search for or change the format of the information. A failure to furnish information shall not entitle the Contractor to an equitable adjustment under the terms and conditions of this contract.

(c) When the contract otherwise requires the submission of monthly progress, quarterly progress, or final reports, as defined at 18-27.406(b), the last page of such reports shall be a completed Standard Form (SF) 298, Report Documentation Page.

## **SECTION I OF CONTRACT NAS5-**

### **CONTRACT CLAUSES**

(d) When the contract requires the delivery of reports or data to CASI, a reproducible copy and a printed or reproduced copy of such reports or data shall be concurrently submitted to:

Center for AeroSpace Information (CASI)

Attn: Accessioning Department

800 Elkridge Landing Road

Linthicum Heights, MD 21090-2934

(End of clause)

## **SECTION J OF CONTRACT NAS5-**

### **LIST OF ATTACHMENTS**

J.1 LIST OF ATTACHMENTS (GSFC 52.210-101) (OCT 1988).1 LIST OF ATTACHMENTS (GSFC 52.210-101) (OCT 1988)

The following attachments constitute part of this contract:

<u>Attachment</u>	<u>Description</u>	<u>Date</u>	<u>No. of Pages</u>
A	Statement of Work for the MIDEX Concept Study		
B	Guidelines for Concept Study Report		

(End of clause)